

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (hereinafter "AGREEMENT") is made by and between Plaintiff, CHANG HONG PARK (hereinafter "PLAINTIFF"), and Defendants, RONALD LAWRENCE KLEIN and COUNTY OF LOS ANGELES (hereinafter "DEFENDANTS"), in connection with Los Angeles County Superior Court Case Number BC 343960 filed December 5, 2005 (hereinafter the "ACTION").

RECITALS

a. The ACTION arises out of a motor vehicle accident which occurred on January 26, 2005 in the City of Los Angeles. PLAINTIFF alleges that he was injured in the accident, that DEFENDANTS are responsible for his injuries, and that he suffered physical, emotional, monetary, and other damages as a result of the accident.

b. On or about December 5, 2005, PLAINTIFF filed the ACTION against DEFENDANTS. DEFENDANTS have contested the allegations raised by PLAINTIFF in the ACTION.

c. The parties hereto have entered into a settlement of PLAINTIFF's claims presented in the aforementioned ACTION against DEFENDANTS whereby DEFENDANTS shall make payment to PLAINTIFF with respect to his claims of bodily injury. In partial consideration of this payment, PLAINTIFF

waives all other claims against DEFENDANTS that PLAINTIFF has or could have raised in the ACTION.

NOW, THEREFORE, in consideration of the foregoing promises set forth below, it is agreed:

1.0 PAYMENT BY COUNTY:

After execution of this AGREEMENT, receipt of PLAINTIFF's request for dismissal of the ACTION with prejudice, and approval of this settlement by the County of Los Angeles Claims Board and Board of Supervisors as set forth in ¶ 13.0 hereafter, which approval is an express condition of this AGREEMENT, DEFENDANTS shall tender to PLAINTIFF a check or draft in the amount of Eight Hundred Fifty Thousand Dollars (\$850,000.00) in full and final settlement of the ACTION as described more fully below.

2.0 DISMISSAL OF LAWSUIT:

Concurrently upon execution of this AGREEMENT by PLAINTIFF, PLAINTIFF through his attorney of record shall provide the attorneys of record for DEFENDANTS with an executed dismissal with prejudice of the ACTION as against the said DEFENDANTS. The said dismissal shall contain language stating that the dismissal SHALL NOT SERVE AS A RETRAXIT. Conformed copies of said dismissal shall be forwarded to all counsel in the ACTION after filing with the Court, which filing shall not take place unless and until DEFENDANTS have tendered to PLAINTIFF a settlement draft or check as described in ¶ 1.0 above.

3.0 RELEASE FROM ALL CLAIMS AND LIABILITIES:

Except for the liabilities and obligations arising out of this AGREEMENT, PLAINTIFF hereby waives, releases, acquits, and discharges from the beginning of time, and in and for the future, DEFENDANTS and their respective agents, employees, attorneys, representatives, successors, and assigns of and from any and all sums of money, accounts, claims, demands, contracts, actions, liabilities, debts, controversies, agreements, damages, and causes of action whatsoever, of whatever kind or nature, whether known or unknown, contingent or liquidated, suspected or unsuspected, including wrongful or improper acts of any kind related in any way to PLAINTIFF's allegations in the ACTION against DEFENDANTS, which PLAINTIFF now owns, holds, has, or claim to have against DEFENDANTS, specifically, but not exclusively, and without limiting the generality of the foregoing, any and all claims, damages, demands and causes of action, known or unknown, contingent or liquidated, suspected or unsuspected, by reason of any matter or thing alleged or referred to, directly or indirectly, or in any way connected with or arising out of all or any of the matters, facts, events, occurrence, alleged or referred to in the ACTION to which this AGREEMENT relates or in any of the recitals set forth in this AGREEMENT. It is PLAINTIFF's and DEFENDANTS' specific and express intention that this AGREEMENT dispose of all of PLAINTIFF's claims against DEFENDANTS from the beginning of time to the future, and that the waivers and releases provided in this paragraph and set forth in paragraph 4.0 hereinbelow shall constitute, be deemed, understood, and

act as a full release of all past, present, and future claims that may arise from the hereinmentioned matters and issues as set forth in the recitals hereinabove and in any part of this AGREEMENT or alleged or referred to in the ACTION.

4.0 WAIVER OF CIVIL CODE § 1542:

With respect to the specific subject matter of the AGREEMENT as set forth in paragraph 3.0 above, PLAINTIFF and DEFENDANTS hereby waive against each other all rights under California Civil Code § 1542 which states in pertinent part as follows:

"A general release does not extend to claims which the creditor does not know or suspect exists in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

The parties understand and acknowledge the significance and consequence of the specific waiver of California Civil Code § 1542, along with the benefit and effect of California Civil Code § 1542, and hereby assume full responsibility for any and all injuries, damages, losses, expenses, and claims before and hereinafter incurred in relation to the aforementioned disputes and/or claims.

5.0 LIENS, CLAIMS, LIABILITIES, AND INDEMNIFICATION:

PLAINTIFF warrants and represents that he will be responsible for paying any outstanding liens or claims for reimbursement or subrogation for medical expenses, wage loss and/or disability benefits, or any other claims or liens

including any tax liabilities of any kind whatsoever, from the settlement proceeds provided by DEFENDANTS to PLAINTIFF. PLAINTIFF warrants that he is not informed or aware of any such liens, claims, or liabilities as of the date of execution of this AGREEMENT.

In the event that any action is brought with regard to PLAINTIFF, DEFENDANTS, or the ACTION in connection with any outstanding lien or liens or any other claims or liabilities as described in this section of the AGREEMENT, aside from and except any specifically referred to and described in this AGREEMENT as excluded from this provision, PLAINTIFF and Girardi|Keese warrant that they will indemnify, defend, and hold harmless DEFENDANTS and each of DEFENDANTS' respective agents, employees, predecessors, successors, attorneys, or assignees, from any and all such claims, damages, liabilities, obligations, costs, expenses, liens, suits, actions, or causes of action in relation to such lien or liens, claims, or liabilities.

6.0 ADVICE OF COUNSEL:

Each party to this AGREEMENT warrants and represents that she/he/it has obtained the independent advice of legal counsel prior to signing this AGREEMENT. Each party executes this AGREEMENT voluntarily with full knowledge of the significance of the AGREEMENT and of all of its terms, and with the express intention of extinguishing all obligations, except as may otherwise be set forth herein.

7.0 SUCCESSORS AND ASSIGNS:

Each party to this AGREEMENT understands and agrees that the agreements, undertaking, acts and other things done or to be done by either party in relation to this AGREEMENT shall run to and be binding upon each party's heirs, successors, executors, administrators, and assigns.

8.0 COMPROMISE OF DISPUTED CLAIMS:

Each party to this AGREEMENT understands and agrees that by the execution of this AGREEMENT the parties hereto do not admit any liability on their part but instead agree that said settlement is the compromise of disputed claims and is made solely to avoid the cost and risk of continued litigation.

9.0 ENTIRE AGREEMENT:

This document contains the entire AGREEMENT and understanding of the parties concerning the subject matter of this AGREEMENT, and supersedes and replaces all prior negotiations and agreements, written or oral. This is an integrated AGREEMENT.

10.0 WARRANTY OF NO TRANSFER:

Each party to this AGREEMENT hereby represents and warrants that said party has not heretofore or otherwise assigned or transferred, nor has purported to assign or transfer, to any person, firm, or corporation whatsoever any of the claims released under this AGREEMENT.

11.0 COSTS AND FEES:

Each party to this AGREEMENT shall bear her/its/his own costs and attorneys' fees incurred in this lawsuit.

12.0 ENFORCEMENT AND CONSTRUCTION:

This AGREEMENT shall be enforced and construed pursuant to the laws of the State of California.

13.0 APPROVAL BY GOVERNMENTAL BOARDS:

This settlement of the ACTION is contingent upon successive approval by both the Claims Board and Board of Supervisors of DEFENDANT COUNTY OF LOS ANGELES. As condition precedent to binding approval of the proposed settlement by the Claims Board, and thereafter by the Board of Supervisors, PLAINTIFF shall deliver to DEFENDANTS this AGREEMENT fully executed by PLAINTIFF and his attorneys of record. If for any reason approval by either the Claims Board or the Board of Supervisors is not given, then this AGREEMENT is of no force and effect.

14.0 EXECUTION OF AGREEMENT BY COUNTERPARTS:

The parties' intention to join in and be bound by this AGREEMENT may be expressed in separate counterpart signature pages which will be considered to be part of this AGREEMENT as though the original of said AGREEMENT had been executed by all parties simultaneously in one document on a single occasion.

15.0 COOPERATION:

The parties to this AGREEMENT will cooperate in all reasonable requests for any judicial or documentary act necessary to accomplish the completion of the terms of this AGREEMENT.

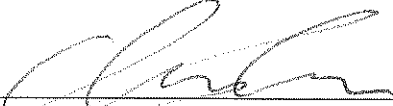
16.0 RETENTION OF JURISDICTION

The parties to this AGREEMENT hereby agree that for purposes of enforcing the terms of this AGREEMENT, and pursuant to California Code of Civil Procedure § 664.6, continuing jurisdiction shall remain in the Superior Court in and for the County of Los Angeles and Department 55 thereof, Hon. Malcolm H. Mackey, judge presiding; or, in such other Department to which Judge Mackey may be assigned; or, if at any time Judge Mackey is no longer a judicial officer of said court, to any judicial officer of said court who may be assigned to adjudicate enforcement of this AGREEMENT pursuant to a petition of any of the parties hereto.

17.0 CONFIDENTIALITY

The parties to this AGREEMENT hereby agree that the terms of this AGREEMENT shall remain confidential to the extent permitted by law, and shall only be disclosed for the purposes of approving this AGREEMENT, or under mandatory process of law as issued by a court of competent jurisdiction.

THE UNDERSIGNED HAVE READ THE FOREGOING SETTLEMENT AND RELEASE AGREEMENT, AND FULLY UNDERSTAND IT, AND DO AGREE TO ITS TERMS.

Dated: 4/2/09 By: 
CHANG HONG PARK

APPROVED AS TO FORM:

Dated : _____

GIRARDI|KEESE

By: James T. O'Callahan
JAMES T. O'CALLAHAN, ESQ.
Attorneys for PLAINTIFF,
CHANG HONG PARK

Dated: _____

COUNTY OF LOS ANGELES and
RONALD LAWRENCE KLEIN

By: _____
BRIAN T. CHU, ESQ.
Principal Deputy County Counsel

APPROVED AS TO FORM:

Dated : _____

COLLINS, COLLINS, MUIR & STEWART, LLP

By: _____
DOUGLAS FEE, ESQ.
Attorneys for DEFENDANTS,
COUNTY OF LOS ANGELES and RONALD
LAWRENCE KLEIN